

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	
Linus M McGinty	:	Chapter 13
	:	Case No.: 22-11230 - MDC
Debtor(s)	:	

**ORDER GRANTING DEBTOR'S MOTION FOR AUTHORITY TO SELL REAL
PROPERTY**

AND NOW, this _____ day of _____, 2022, upon consideration of the Motion for Authority to Sell Real Property filed by the debtor, upon notice to all interested parties, upon the filing, and any response thereto, and after a hearing before the Court and for good cause shown, it is hereby

ORDERED, that the debtor is granted permission to sell their real property located at 541 North Manoa Road, Havertown, PA ("Property"), for the sale price of \$305,000.00 pursuant to the terms of a certain real estate agreement of sale dated as of November 5, 2022, to the buyers thereunder, Francis L. and Diane T. McGinty ("Buyers").

The proceeds of the sale, including any funds held as a deposit made by or on behalf of the Buyer, shall be distributed in the approximate following manner:

- | | | |
|----|--|---------------------|
| 1. | Ordinary and reasonable settlement costs, including,
but not limited to those related to notary services, deed
preparation, disbursements, express shipping, surveys,
municipal certifications, or any other such routine matters | <u>\$1,525.00</u> |
| 2. | Liens paid at closing- | <u>\$232,771.44</u> |
| 3. | Real estate taxes, sewer, trash and/or other such items | <u>\$3,050.00</u> |
| 4. | Property repairs, if any | \$ _____ |
| 5. | Real estate commission, at no greater than 6% | <u>\$0.00</u> |
| 6. | Attorney's fees, if any | \$ _____ |
| 7. | Any small (less than \$300) allowances agreed to be made
to Buyer to settle any unforeseen dispute arising at
settlement | \$ _____ |
| 8. | Other - Seller Assist | \$ _____ |
| | ESTIMATED AMT DUE TO SELLER(S) | <u>\$67,653.56</u> |

This Order is contingent upon the mortgage lien(s) held by Shellpoint Mortgage Servicing or its assigns being paid in full at closing pursuant to a proper payoff quote obtained prior to and good through the closing date; or any short payoff shall be approved by Shellpoint Mortgage Servicing; and Debtor shall have ninety (90) days from entry of this Order to sell the Property.

After paying all liens in full and all costs of sale, the title clerk shall pay the Debtor directly, his real estate exemption in the amount up to \$27,900.00. Any remaining sums remaining after the Debtor is paid his exemption in the amount of up to \$27,900.00 shall be paid to Kenneth West, the Chapter 13 Standing Trustee. The Standing Trustee shall pay the amount necessary to satisfy the balance of any filed unsecured claims pursuant to an amended Chapter 13 Plan to be filed.

All secured and priority claims shall file amended proofs of claims upon receiving sale proceeds in satisfaction of their claims and interests.

The title clerk shall fax ((215) 627-6299) and email (settlementsheet@ph13trustee.com) a completed HUD-1 or settlement sheet from the closing directly to the trustee immediately upon the close of the settlement, and the trustee shall promptly notify the title company of his approval or objections to the sums to be disbursed.

Per Bankruptcy Rule 6004(h), the 14 day stay as to effect of this Order is hereby waived.

HONORABLE MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE